

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

Oceola Development & Construction, LLP,)	
)	
Plaintiff,)	2:19-cv-00739-DCN
)	
vs.)	
)	NOTICE OF REMOVAL
International Insurance Company of)	
Hannover, PLC,)	
)	
Defendant.)	
)	

International Insurance Company of Hannover, Ltd. (“Hannover”), files this Notice of Removal to the United States District Court for the District of South Carolina, Charleston Division, pursuant to *inter alia*, 28 U.S.C. §§ 1332, 1441, and 1446. Hannover would respectfully show:

1. This action was brought in the Charleston County, South Carolina, Court of Common Pleas, Case 2019-CP-10-0531, on February 4, 2019.
2. Hannover was served with the Summons and Complaint through the South Carolina Department of Insurance on February 7, 2019. A copy of the filed Complaint and Notice of Service of Process are attached as Exhibit A.
3. Plaintiff is a South Carolina limited liability partnership which was formed in South Carolina and has its principal place of business in Charleston County, South Carolina.
4. Hannover is wholly-owned by Hannover Re Group.
5. Hannover is an insurance company formed under the laws of Germany, with its principal place of business in Hannover, Germany.
6. This case is removal to federal court pursuant 28 U.S.C. § 1441.
7. Complete diversity between the parties exists.

8. Plaintiff seeks a declaration that an insurance policy issued by Hannover provides coverage for an underlying lawsuit filed in Charleston County, South Carolina Court of Common Pleas, *David Everett Boyd v. Oceola Development & Construction, LLP*, 2015-CP-10-6763. A copy of the underlying complaint is attached as Exhibit B.

9. In the underlying lawsuit, Boyd seeks to recover damages resulting from an assault and battery, and from intentional infliction of emotional distress. Boyd's damages alleged in the underlying suit include medical expenses, pain, suffering, impairment and disability, anxiety and extreme emotional distress, punitive damages, attorneys' fees and expenses of litigation.

10. The instant action sets forth two causes of action: (1) declaratory judgment, in which Plaintiff seeks a finding that the Hannover policy provides coverage for the underlying lawsuit, and; (2) Improper Claim Practices, alleging Hannover failed to act in good faith. Plaintiff's seeks damages as a result thereof, including punitive damages, and attorneys' fees. The matter in controversy exceeds the sum of value of \$75,000, exclusive of interest and cost.

11. Hannover has filed a copy of this Notice of Removal in this action with the Clerk of Court for Charleston County, South Carolina, and served counsel for Plaintiff.

WHEREFORE, Hannover prays this Court accepts this Notice of Removal, that this Court takes jurisdiction of this cause, and that all further proceedings in this cause in the Court of Common Pleas, County of Charleston, state of South Carolina, be stayed.

(Signature page follows)

Respectfully submitted,

COLLINS & LACY, PC

By: s/Peter H. Dworjanyn
Peter H. Dworjanyn
Fed. ID#: 6289
pdworjanyn@collinsandlacy.com
1330 Lady Street, 6th Floor (29201)
Post Office Box 12487
Columbia, SC 29211
803.256.2660
803.771.4484 (Fax)

ATTORNEYS FOR INTERNATIONAL
INSURANCE COMPANY OF
HANNOVER, PLC

March 11, 2019
Columbia, South Carolina